



## CUYAHOGA COUNTY BOARD OF ELECTIONS REQUEST FOR BIDS

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**Bid #:** 2021.03.01

**Issued by:** Cuyahoga County Board of Elections  
2925 Euclid Avenue  
Cleveland, Ohio 44115

**Subject:** Rental of Various Cargo Vans and Minivans for the purpose of conducting elections

**Issue Date:** Tuesday, February 23, 2021

**Pre-Bid Conference:** N/A

**Due Date:** 3:00 pm (EST) on Monday, March 1, 2021 via e-mail only to [boefiscalservices@cuyahogacounty.gov](mailto:boefiscalservices@cuyahogacounty.gov)

**Contacts:**

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| Kendra Zusy<br>Fiscal Services Manager<br>(216) 443-6442<br><a href="mailto:kazusy@cuyahogacounty.gov">kazusy@cuyahogacounty.gov</a> | Patrick McAlea<br>Assistant Fiscal Services Manager<br>(216) 443-6416<br><a href="mailto:pmcalea@cuyahogacounty.gov">pmcalea@cuyahogacounty.gov</a> |
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This request for bids (RFB) is issued in accordance with Ohio Revised Code Section 3501.301. A contract will be awarded to the lowest and best bidder. Selection of the lowest and best bidder includes considering whether any action, appearance of impropriety or political bias that the selection might impute to the Cuyahoga County Board of Elections.

There will not be a pre-bid conference. Bidder questions should be e-mailed to the above contacts no later than Saturday, February 27, 2021, 10:00 am (EST).

## **SECTION I: SCOPE OF SERVICES**

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### **I. Background**

The Cuyahoga County Board of Elections (the "Board") conducts all official elections held in Cuyahoga County, which has approximately 900,000 registered voters. Each voter is assigned to one of 975 precincts throughout the county based on their registered address. Each precinct is then assigned to one of approximately 350 poll locations located throughout the county.

The selected Vendor ("Vendor") shall be responsible for providing various Cargo Vans and Minivans, in quantities identified by the Board, for the purpose of transporting ballots, equipment and supplies to and from poll locations, throughout Cuyahoga County, during each election cycle(s) identified in this RFB.

### **II. Amount**

A. **Amount.** The total amount paid by the Board to the Vendor pursuant to this Contract shall be a not-to-exceed total amount (including a 10% contingency calculation).

### **III. Description of Deliverables**

A. **Van Rentals.** The Board shall rent from Vendor various cargo vans and minivans for the purpose of transporting election materials for the elections to be held during the Term. The quantities of cargo vans and minivans required for each election shall be determined by the Board. Vendor shall deliver and pick up the vans on the dates specified by the Board.

B. **Cargo Vans.** Cargo vans provided by the Vendor to the Board shall be Chevrolet Express Cargo Vans or similar make/models as approved by the Board.

C. **Minivans.** Minivans provided by the Vendor to the Board shall be Dodge Grand Caravans or similar make/models as approved by the Board.

D. **Estimated Van Quantities.** Listed below are the estimated van quantities that will be required for the elections currently scheduled during the Term, as well as the anticipated delivery dates.

1. May 4, 2021 Primary Election
  - a. Friday Delivery (April 30, 2021)
    - i. 4 cargo vans
  - b. Monday Delivery (May 3, 2021)
    - i. 8 cargo vans
    - ii. 26 minivans
  
2. September 14, 2021 Primary Election
  - a. Friday Delivery (September 10, 2021)
    - i. 7 cargo vans
  - b. Monday Delivery (September 13, 2021)
    - i. 22 cargo vans
    - ii. 44 minivans
  
3. November 2, 2021 General Election
  - a. Friday Delivery (October 29, 2021)
    - i. 7 cargo vans
  - b. Monday Delivery (November 1, 2021)
    - i. 22 cargo vans
    - ii. 44 minivans
  
4. May 3, 2022 Primary Election
  - a. Friday Delivery (April 29, 2022)
    - i. 7 cargo vans
  - b. Monday Delivery (May 2, 2022)
    - i. 22 cargo vans
    - ii. 44 minivans
  
5. November 8, 2022 General Election
  - a. Friday Delivery (November 4, 2022)
    - i. 7 cargo vans
  - b. Monday Delivery (November 7, 2022)
    - i. 22 cargo vans
    - ii. 44 minivans
  
6. May 2, 2023 Primary Election
  - a. Friday Delivery (April 28, 2023)
    - i. 4 cargo vans
  - b. Monday Delivery (May 1, 2023)
    - i. 8 cargo vans
    - ii. 26 minivans

- E. **Actual Van Quantities.** The actual quantities of vans the Board shall require for each election are subject to change. Increases or decreases in the actual quantities compared to the estimated quantities shall have no effect on pricing. Further, the Vendor shall not charge the Board any penalties or fees if the Board determines that no vans are needed for an election.
- F. **Deadlines.** The Board shall notify the Vendor of the actual quantity of vans needed for an election at least 32 calendar days prior to such election. If the 32-day deadline for notification occurs on a weekend or state-observed holiday, then the deadline shall be the subsequent business day. The Board may modify its requested quantities up to 10 calendar days before the delivery date. If the Board modifies its request after the 10-day deadline, then the Vendor shall make a good-faith effort to provide the modified quantities, if possible. The actual deadlines for the currently scheduled elections are as follows:
1. May 4, 2021 Primary Election
    - a. Notification Deadline: April 1, 2021
    - b. Modification Deadline (Friday Delivery): April 20, 2021
    - c. Modification Deadline (Monday Delivery): April 23, 2021
  2. September 14, 2021 Primary Election
    - a. Notification Deadline: August 13, 2021
    - b. Modification Deadline (Friday Delivery): August 31, 2021
    - c. Modification Deadline (Monday Delivery): September 3, 2021
  3. November 2, 2021 General Election
    - a. Notification Deadline: October 1, 2021
    - b. Modification Deadline (Friday Delivery): October 19, 2021
    - c. Modification Deadline (Monday Delivery): October 22, 2021
  4. May 3, 2022 Primary Election
    - a. Notification Deadline: April 1, 2022
    - b. Modification Deadline (Friday Delivery): April 19, 2022
    - c. Modification Deadline (Monday Delivery): April 22, 2022
  5. November 8, 2022 General Election
    - a. Notification Deadline: October 7, 2022
    - b. Modification Deadline (Friday Delivery): October 25, 2022
    - c. Modification Deadline (Monday Delivery): October 28, 2022
  6. May 2, 2023 Primary Election
    - a. Notification Deadline: March 31, 2023
    - b. Modification Deadline (Friday Delivery): April 18, 2023
    - c. Modification Deadline (Monday Delivery): April 21, 2023

- G. **Additional Elections.** During the Term, the Board may be required to conduct additional elections other than those listed in Section III(D). These additional elections shall also be subject to the specifications, requirements, and terms of this Contract. The Board shall notify the Vendor of the actual quantity of vans needed for such election at least 32 calendar days prior to the election, or otherwise as soon as reasonably possible. If the 32-day deadline for notification occurs on a weekend or state-observed holiday, then the deadline shall be the subsequent business day. The Board may modify its requested quantities up to 10 calendar days before the delivery date. If the Board modifies its request after the 10-day deadline, then the Vendor shall make a good-faith effort to provide the modified quantities, if possible.
- H. **Friday Deliveries.** Vans required by the Board on the Friday before the date of an election shall be delivered by the Vendor by 3:00 p.m. (EST) to the dock of the Board's warehouse location ("Warehouse") at 3951 Perkins Avenue, Cleveland, Ohio 44114. The dock is located on the east side of the building along E. 40<sup>th</sup> Street.
- I. **Monday Deliveries.** Vans required by the Board on the Monday before the date of an election shall be delivered by the Vendor by 3:00 p.m. (EST) to the parking lot of the Cuyahoga County Metzenbaum Center ("Metzenbaum Center") located at 3343 Community College Avenue, Cleveland, Ohio 44115.
- J. **Wednesday Pickup.** The Vendor shall pick up all vans from the Metzenbaum Center on the Wednesday after the date of an election. Pickup shall be completed by 2:00 p.m. (EST) on such date.
- K. **Alternate Delivery/Pickup Locations.** For any election, the Board may stipulate that a delivery or pickup shall be made at an alternate location. In such instance, the Board shall notify the Vendor of the alternate location at least one full business day in advance of the delivery or pickup. Any alternate delivery or pickup location shall be within Cuyahoga County, Ohio.
- L. **Gasoline.** All vans will be delivered with at least a half tank of gasoline and will be returned with "as-is" fuel tank level.
- M. **Seats Removed.** All vans will be delivered without the middle and back-row(s) of seats in order to maximize storage capacity.
- N. **GPS Tracking.** The Vendor shall allow the Board to utilize the Board's own GPS tracking units on all vans provided by the Vendor.
- O. **Sanitized.** All vans will be delivered clean and sanitized.

- P. **Mechanical Failure.** The Vendor shall be responsible for all mechanical repair services and charges should the rental vehicle experience down time during the rental period **or** the Vendor shall deliver a replacement vehicle, same or similar model, and/or offer emergency roadside assistance at no additional cost to the Board. The Vendor is responsible for retrieving the rental vehicle in the event it must be abandoned. In this event, the Board will only be charged for the use of one (1) vehicle.
- Q. **Pricing.** Pricing is to be based upon the pricing structure using the pricing sheet template provided and included as Exhibit A of this RFB.

IV. **Board Responsibilities**

- A. **Project Management.** The Board shall assign a member or members of its staff to serve as manager(s) to serve as the main point of contact for this project. Project manager(s) shall facilitate Vendor's activities, provide access to relevant individuals and data, and be responsible to review Vendor's performance. Project managers shall be neither directly nor indirectly responsible for performing any project activities for Vendor.

V. **Vendor Responsibilities**

- A. **Project Management.** The Vendor shall assign a Project Manager(s) to serve as main point of contact between the Board and the Vendor.
- B. **Unbiased Business Conduct.** The Vendor acknowledges that this Contract is integral to the Board's ability to administer free and fair elections, which constitutes the essence of the contract. The Vendor will not act or engage in any conduct that gives the appearance of impropriety or exhibits political bias or taints the elections process by reason of any partisanship of any kind, perceived or otherwise. The Vendor agrees i) to conduct its operations so as not to cause disrepute, contempt or scandal on the Board or otherwise interfere, directly or indirectly, with the Board's election administration process, and ii) that the Vendor acknowledgements and agreements are a material inducement for the Board to select the Vendor for contract award.

**END OF SECTION I**

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**SECTION II: BID REQUIREMENTS**

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VI. **Required Bid Documents**

All bids shall include the following:

- A. **Cover Letter.** A cover letter that includes a brief description of the firm, including history, number of years in business, type(s) of service(s) provided, and legal status of Bidder's organization (i.e., corporation, partnership, sole proprietor, etc.).
- B. **Summary.** A summary of the Bidder's prior experience that describes the adequacy of staff, equipment, and past performance of the organization relevant to this project.
- C. **References.** A list of at least three references that include name, phone number and address of customers for similar projects the firm has completed.
- D. **Bid Form.** A completed Bid Form (Exhibit A). This form has been provided in Excel format. Bidder must follow all instructions specified in the "Instructions" section.

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**END OF SECTION II**

## SECTION III: CONTRACT TERMS & REQUIREMENTS

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### VII. **Contract Term**

- A. **Term.** The term of the Contract shall commence **April 1, 2021 through May 5, 2023** (the "Term").
- B. **Renewal Periods.** Upon expiration of the Term, the Contract may be renewed, by mutual agreement between the Board and Vendor, for any amount of time and for any number of periods. Each renewal shall be considered a "Renewal Period." The decision to renew shall be subject to the majority approval of the Board Members of the Board.

### VIII. **Contract Termination and Suspension**

- A. **Contract Termination.** If Vendor fails to perform any of its obligations under the Contract, it will be in default, and the Board may terminate the Contract in accordance with this section. The termination will be effective on the date delineated by the Board.
  - 1. Termination for Default. If Vendor's default is unable to be cured in a reasonable time based on the circumstances at the time of Vendor's default, the Board may terminate the Contract by written notice to the Vendor.
  - 2. Termination for Unremedied Default. If Vendor's default may be cured within a reasonable time based on the circumstances at the time of Vendor's default, the Board will provide written notice to Vendor specifying the default and the time within which Vendor must correct the default. If Vendor fails to cure the specified default within the time required, the Board may terminate the Contract. If the Board does not give timely notice of default to Vendor, the Board has not waived any of its rights or remedies concerning the default.
  - 3. Termination for Persistent Default. The Board may terminate this Contract by written notice to Vendor for defaults that are cured but are persistent. "Persistent" means three or more defaults. After the Board has notified Vendor of its third default, the Board may terminate this Contract without providing Vendor with an opportunity to cure if Vendor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
  - 4. Termination for Endangered Performance. The Board may terminate this Contract by written notice to Vendor if the Board determines that the performance of Vendor is endangered through no fault of the Board.

5. Termination for Financial Instability. The Board may terminate this Contract by written notice to Vendor if a petition in bankruptcy or similar proceeding has been filed by or against the Vendor.
  6. Termination for Delinquency, Violation of Law. The Board may terminate this Contract by written notice if it determines that Vendor is delinquent in its payment of federal, state, or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs, or any other obligation owed to a state agency or political subdivision. The Board may also cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract. However, the Board may not terminate this Contract if Vendor has entered into a repayment agreement with which Vendor is current.
  7. Termination for Subcontractor Default. The Board may terminate this Contract for the default of Vendor or any of its subcontractors. Vendor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Board for any liability to them. Subcontractors will hold the Board harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Vendor for any compensation to which they may be entitled.
  8. Termination for Convenience. The Board may terminate this Contract for its convenience after issuing written notice to Vendor. In such case, Vendor will be entitled to compensation for any supplies or products that Vendor has delivered or services rendered before the termination. Such compensation will be the Vendor's exclusive remedy in the case of termination for convenience and will be available to the Vendor only after submitting a proper invoice for the services, products, or supplies, with the invoice reflecting the amount determined by the Board to be owing to Vendor.
  9. Termination, Vendor Responsibilities. Upon receipt of the notice of termination, Vendor will immediately cease all work related to the Contract, if applicable, and refuse any additional orders, and take all steps necessary to minimize the costs Vendor will incur related to this Contract.
- B. **Contract Suspension.** If Vendor fails to perform any one of its obligations under this Contract, it will be in default and the Board may suspend rather than terminate this Contract where the Board believes that doing so would better serve its interest. In the case of suspension for the Board's convenience, the amount of compensation due to Vendor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the Board's convenience or Vendor may be entitled to compensation for work performed before the suspension, less any damage to the Board resulting from Vendor's breach of this Contract or other fault. The notice of suspension, whether with or without cause, will be effective immediately on Vendor's receipt of the notice.

## IX. Contract Remedies

- A. **Actual Damages.** Vendor is liable to the Board for all actual and direct damages caused by Vendor's default. The Board may buy substitute supplies or services, from a third party, for those that were to be provided by Vendor. The Board may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Vendor's default, from Vendor.
- B. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the Board may recover liquidated damages in the amount of 1% of the value of the services, products, or supplies that is the subject of the default, for every day that default is not cured by Vendor.
- C. **Deduction of Damages from Contract Price.** The Board may deduct all or any part of the damages resulting from Vendor's default from any part of the price still due on the Contract, upon prior written notice to being issued to the Vendor by the Board.
- D. **Invoicing.** After each election, Vendor shall promptly submit one original invoice to the Board for the ballots and other deliverables actually rendered for such election. The ballots shall be listed in line-item detail by type. Other deliverables shall also be listed in line-item detail. All items shall be charged at the prices specified in Vendor's bid.
- E. **Payments.** Payments shall be due on the 60<sup>th</sup> calendar day after the date of actual receipt of a proper invoice by the Board. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.
- F. **Tax Exempt.** The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal ID No. 34-6000817) and can provide necessary tax exemption forms upon Vendor's request.

## X. General Terms and Conditions

- A. **Governing Law and Jurisdiction.** This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The Parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract. Each party consents to the exclusive jurisdiction of such courts and waives any right to object to such filing on venue, forum non-convenient, or similar grounds.
- B. **Severability.** If any provision of this Contract shall be unenforceable or invalid under an applicable law or be so held by an applicable court decision, the remaining provisions of the Contract shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

- C. **Entire Agreement.** This Contract sets forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Contract supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Contract.
- D. **Amendments.** This Contract may be amended only in writing approved by a majority of the Board Members of the Board and executed by both Parties.
- E. **Conflicts.** The terms of this Contract shall control over any conflicting terms in any referenced agreement or document.
- F. **Time.** Time is of the essence as to all dates set forth herein. A failure to perform by the dates and times specified herein, including any applicable cure periods, will be a material breach of the Contract.
- G. **Strict Performance.** The failure of the Board to insist upon strict performance of the terms, covenants, agreements and conditions contained in this Contract shall not constitute or be construed as a waiver or relinquishment of the Board's rights to thereafter enforce such term, covenants or condition, but the same shall continue in full force and effect.
- H. **Assignment.** Vendor shall not assign or subcontract any of its obligations or duties under this Contract without the prior consent of the Board.
- I. **Independent Contractor.** Vendor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Vendor for work performed under the terms of the Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials.
- J. **Indemnification.** Vendor shall indemnify, defend, and save the Board harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of Vendor, his servants or agents.
- K. **Limitation of Liability.** In no event shall the Board be liable to Vendor or any third party for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
- L. **Compliance with Laws.** Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall

obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

- M. **Force Majeure.** Neither Party shall be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.
- N. **Successors and Assigns.** This Contract shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.
- O. **Survival.** All provisions that logically ought to survive termination of this agreement shall survive.
- P. **Notices.** For any notice under the Contract to be effective, it must be made in writing and sent via email to the appropriate contact provided elsewhere in the Contract. The date of notice shall be the date such email is sent.
- Q. **Ownership.** All products produced in response to the Contract shall be the sole property of the Board.
- R. **Headings.** The headings used in the Contract are for convenience only and shall not affect the interpretation of any of the contract terms and conditions.

#### XI. **Required Contract Documents**

In addition to the performance bond required by Section III(C), Vendor shall also provide the following documents within fourteen (14) calendar days of the Contract award date. Failure to provide these documents within this time frame may result in a rescission of the award.

- A. **Signature Authority.** A signature authority document for Vendor's representative who signs the Contract:
  - 1. For a corporation, a notarized certificate of power of attorney authorizing the individual's signature to bind the corporation or a notarized certificate of corporate resolution authorizing the signature of the document.
  - 2. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
  - 3. For a partnership, a certificate of partnership agreement showing the names and addresses of all partners and authorizing the signatures to bind the partnership.

B. **Workers Compensation Certificate.** A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual consultants are not required to submit this document. Vendor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance, or letter of indemnification in lieu thereof. This document shall be current for the entire period of the Contract.

C. **Certificates of Insurance.** Vendor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. Commercial General Liability Insurance with limits of liability not less than:
  - \$1,000,000 each occurrence bodily injury & property damage;
  - \$1,000,000 personal & advertising injury;
  - \$2,000,000 general aggregate;
  - \$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

2. Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

The insurance policies of Vendor required for this Contract shall each name the "Cuyahoga County Board of Elections and its employees" as an Additional Insured and shall contain the following provisions:

- a. Thirty (30) days prior notice of cancellation or material change;
- b. A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the Board.

The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above. Vendor shall also require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

**END OF SECTION III**

## **INDEX OF EXHIBITS**

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Exhibit A      Bid Form